



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

DAVID E. JANSSEN
Chief Executive Officer

July 17, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: CONTRACTS ASSIGNMENT SOLID WASTE
SERVICES IN THE LENNOX GARBAGE DISPOSAL DISTRICT AND
FIRESTONE GARBAGE DISPOSAL DISTRICT
SUPERVISORIAL DISTRICTS 1 AND 2
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LENNOX AND FIRESTONE GARBAGE DISPOSAL DISTRICTS:**

1. Approve assignment of Contract Nos. 74527 and 001576 for the provision of solid waste services in the Lennox Garbage Disposal District and the Firestone Garbage Disposal District respectively from Browning-Ferris Industries Waste Systems of North America, Inc., a Delaware corporation, to Allied Waste Services of North America, LLC, a Delaware limited liability company, as assignee. The terms of these contracts continue until June 30, 2008, for Contract No. 74527 and June 30, 2010, for Contract No. 001576.
2. Delegate authority to the Director of Public Works to execute these assignments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to request approval of Consent to Assignment from Browning-Ferris Industries Waste Systems of North America, Inc. (BFI), to Allied Waste Services of North America (AWSNA), as assignee. On May 29, 2007, BFI sent a letter requesting Consent to Assign the Lennox and Firestone Agreements to AWSNA. Allied

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Waste Industries, Inc., a Delaware Corporation (Allied Waste), acquired BFI in 1999. AWSNA is a subsidiary of Allied Waste. The Consent to Assignment is being requested as part of Allied Waste's internal efforts to restructure some of its subsidiaries to be administratively consistent with other existing operations.

The AWSNA has expressly agreed to perform the contract in accordance with its specifications, terms, conditions, and prices, as well as assuming all other duties and liabilities under each contract. There will be no change in personnel or any other aspect of the local operations as a result of this administrative adjustment. AWSNA does not have any negative reports in the County Contractor Database. It has provided the proof of insurance and performance bonds in accordance with the contracts. With these assurances, Public Works recommends that your Board approve assignments of the contracts to AWSNA.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3) as the contractor's expertise allows for effectively providing services in a timely, effective, and responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. These assignments will not change the contracts' not-to-exceed annual amount of \$988,000 (monthly rate of \$82,334) for the Lennox Garbage Disposal District and \$6,323,987 (includes an additional \$124,000 supplemented on April 17, 2007) for the Firestone Garbage Disposal District. An additional 15 percent may be augmented for unforeseen, additional work within the scope of the contracts. Funds are available in the Fiscal Year 2007-08 Lennox and Firestone Garbage Disposal Districts' Fund budgets to cover the remaining cost of these agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 1, 2003, Synopsis 34, and July 12, 2005, Synopsis 26, your Board awarded Contract Nos. 74527 and 001576 to BFI. The contracts required BFI to perform the automated collection, transportation, disposal, and management of refuse and the separate automated collection and management of recyclable materials and green waste generated by all residences, multifamily residences, businesses, and commercial/industrial establishments in the Lennox and Firestone Garbage Disposal Districts.

The Honorable Board of Supervisors
July 17, 2007
Page 3

Upon your Board's delegation of authority and approval as to form by County Counsel, the Director, BFI, and AWSNA will execute the Consent to Assignment forms (attached).

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(5) of the State California Environmental Act (CEQA) Guideline, approval of the recommended action does not constitute a project, hence, is not subject to the requirement of CEQA.

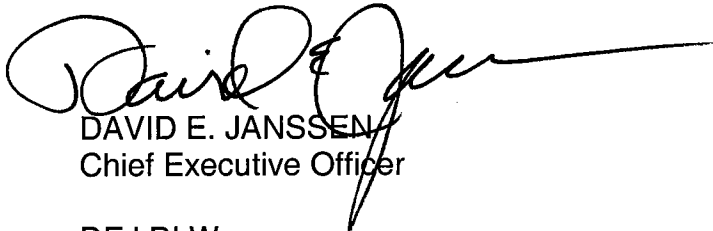
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the assignments will continue the current contracted services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. JANSSEN
Chief Executive Officer

DEJ:DLW
GZ:dw

Attachments (2)

c: County Counsel
Department of Public Works (Environmental Programs)

CONSENT TO ASSIGNMENT – CONTRACT NO. 74527

LENNOX GARBAGE DISPOSAL DISTRICT

This CONSENT TO ASSIGNMENT, made and entered into this _____ day of _____, 2007, by and between the LENNOX GARBAGE DISPOSAL DISTRICT (hereinafter referred to as DISTRICT) and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company, hereinafter referred to as AWSNA, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., hereinafter referred to as BFI, a Delaware corporation.

WITNESSETH

WHEREAS, effective July 1, 2003, Contract No. 74527 for the Lennox Garbage Disposal District was awarded by the Board of Supervisors, acting as the governing body of the District, to BFI Waste Systems of North America, Inc., (such contract, as it may be amended from time to time, shall hereinafter be referred to as the Agreement); and

WHEREAS, on May 29, 2007, BFI sent a letter requesting Consent to Assign the Agreement to AWSNA as part of their parent company's internal efforts to restructure some of its subsidiaries to be administratively consistent with other existing operations; and

WHEREAS, under the terms of the Agreement, any assignment thereof needs to be effective only upon the written consent of the Director of Public Works; and

WHEREAS, the DISTRICT, AWSNA, and BFI now wish to provide for the assignment of the Agreement from BFI to AWSNA, and the Director wishes to consent to such assignment, upon the terms and conditions hereinafter set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and adequate consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

FIRST: Consent to Assignment. The DISTRICT consents to the assignment of the Agreement by BFI to AWSNA on the express condition that (i) AWSNA has agreed to perform, and shall perform the terms, conditions, covenants, and agreements of the Agreement to be performed by BFI; and (ii) BFI has agreed to remain jointly and severally liable for the acts of AWSNA under the Agreement.

SECOND: AWSNA will provide solid waste services to the Lennox Garbage Disposal District at the rates specified in Schedule of Prices (Form PW-2) for a total annual amount not to exceed \$988,000, or such greater sum as the Board may approve.

THIRD: Further Assurances. BFI and AWSNA shall execute, acknowledge, and deliver all such instruments and take all such action as may be necessary to further assure to the parties hereto the rights assigned hereby, the liabilities and obligations assumed hereunder and the full benefits hereof and to preserve and protect this Consent, the

Assignment, and all of the rights, powers, and remedies of the parties provided for herein and therein.

FOURTH: Binding Agreement. This Consent is binding upon the parties hereto, and their respective employees, agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, if any, joint ventures, successors and heirs, executors, administrators, and trustees.

FIFTH: Legal Counsel. Each of the parties represents that in the execution of this Consent, they have consulted with legal counsel of their own selection. Prior to the execution of this Consent by each party, the party's attorney reviewed this Consent, made any desired changes, and advised the party with respect to the advisability of executing this Consent.

SIXTH: Representation. All parties hereto represent and warrant that the individuals executing this Consent on behalf of their respective entities are authorized to do so, and each party hereby waives any claim that he or she was not so authorized.

SEVENTH: Filing of Agreement. This Consent may be filed with the Court by any party hereto in connection with an action to enforce its terms.

EIGHTH: Applicable Law, Jurisdiction, and Venue. This Consent is and shall be executed under, governed by, and construed in accordance with, the substantive and procedural laws of the State of California in effect as of the date of execution. BFI and AWSNA each agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement. BFI and AWSNA further agree with and consent to venue of any action brought hereunder to be exclusively in the County of Los Angeles, California.

NINTH: Miscellaneous. The delay or failure of a party to exercise any right, power, or privilege hereunder, or failure to strictly enforce any breach or default shall not constitute a waiver with respect thereto, and no waiver of any such right, power, privilege, breach, or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express notice thereof in writing is provided.

TENTH: If any provision of this Consent is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor and its assignee have hereunto subscribed their names by and through their officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

LENNOX GARBAGE DISPOSAL DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

BFI WASTE SYSTEMS OF NORTH
AMERICA, INC.

By _____
Its President

By _____
Its Secretary

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC

By _____
Its Managing Member

By _____
Its Managing Member

CONSENT TO ASSIGNMENT – CONTRACT NO. 001576

FIRESTONE GARBAGE DISPOSAL DISTRICT

This CONSENT TO ASSIGNMENT, made and entered into this _____ day of _____, 2007, by and between the FIRESTONE GARBAGE DISPOSAL DISTRICT (hereinafter referred to as DISTRICT) and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company, hereinafter referred to as AWSNA, and BFI WASTE SYSTEMS OF NORTH AMERICA, INC., hereinafter referred to as BFI, a Delaware corporation.

WITNESSETH

WHEREAS, effective July 12, 2005, Contract No. 001576 for the Firestone Garbage Disposal District was awarded by the Board of Supervisors, acting as the governing body of the District, to BFI Waste Systems of North America, Inc., (such contract, as it may be amended from time to time, shall hereinafter be referred to as the Agreement); and

WHEREAS, on May 29, 2007, BFI sent a letter requesting Consent to Assign the Agreement to AWSNA as part of their parent company's internal efforts to restructure some of its subsidiaries to be administratively consistent with other existing operations; and

WHEREAS, under the terms of the Agreement, any assignment thereof shall be effective only upon the written consent of the Director of Public Works; and

WHEREAS, the DISTRICT, AWSNA, and BFI now wish to provide for the assignment of the Agreement from BFI to AWSNA, and the Director wishes to consent to such assignment, upon the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and adequate consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

FIRST: Consent to Assignment. The DISTRICT consents to the assignment of the Agreement by BFI to AWSNA on the express condition that (i) AWSNA has agreed to perform, and shall perform the terms, conditions, covenants, and agreements of the Agreement to be performed by BFI; and (ii) BFI has agreed to remain jointly and severally liable for the acts of AWSNA under the Agreement.

SECOND: AWSNA will provide solid waste services to the Firestone Garbage Disposal District at the rates specified in Schedule of Prices (Form PW-2) for a total annual amount not to exceed \$6,323,987 or such greater sum as the Board may approve.

THIRD: Further Assurances. BFI and AWSNA shall execute, acknowledge, and deliver all such instruments and take all such action as may be necessary to further assure to the parties hereto the rights assigned hereby, the liabilities and obligations assumed hereunder and the full benefits hereof and to preserve and protect this Consent, the

Assignment, and all of the rights, powers, and remedies of the parties provided for herein and therein.

FOURTH: Binding Agreement. This Consent is binding upon the parties hereto, and their respective employees, agents, shareholders, officers, directors (in their individual and representative capacities), subsidiaries, predecessors, affiliates, parent corporations, if any, joint venturers, successors and heirs, executors, administrators, and trustees.

FIFTH: Legal Counsel. Each of the parties represents that in the execution of this Consent, they have consulted with legal counsel of their own selection. Prior to the execution of this Consent by each party, the party's attorney reviewed this Consent, made any desired changes, and advised the party with respect to the advisability of executing this Consent.

SIXTH: Representation. All parties hereto represent and warrant that the individuals executing this Consent on behalf of their respective entities are authorized to do so, and each party hereby waives any claim that he or she was not so authorized.

SEVENTH: Filing of Agreement. This Consent may be filed with the Court by any party hereto in connection with an action to enforce its terms.

EIGHTH: Applicable Law, Jurisdiction, and Venue. This Consent is and shall be executed under, governed by, and construed in accordance with, the substantive and procedural laws of the State of California in effect as of the date of execution. BFI and AWSNA each agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement. BFI and AWSNA further agree with and consent to venue of any action brought hereunder to be exclusively in the County of Los Angeles, California.

NINTH: Miscellaneous. The delay or failure of a party to exercise any right, power, or privilege hereunder, or failure to strictly enforce any breach or default shall not constitute a waiver with respect thereto, and no waiver of any such right, power, privilege, breach, or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express notice thereof in writing is provided.

TENTH: If any provision of this Consent is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor and its Assignee have here unto subscribed their names by and through their officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

FIRESTONE GARBAGE DISPOSAL
DISTRICT

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

BFI WASTE SYSTEMS OF NORTH
AMERICA, INC.

By _____
Its President

By _____
Its Secretary

ALLIED WASTE SERVICES OF NORTH
AMERICA, LLC

By _____
Its Managing Member

By _____
Its Managing Member